

# ITEL

RECORDATION NO. *8822-F* Filed 1425**Rail Division**

APR 23 1980 - 3 05 PM

Two Embarcadero Center  
San Francisco, California 94111  
(415) 955-9090  
Telex 34234

INTERSTATE COMMERCE COMMISSION

April 8, 1980

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, DC 20423

NO-114A073

Date APR 23 1980

Fee \$ *20.00*

ICC Washington, D. C.

RECEIVED  
APR 23 3 00 PM '80  
I.C.C.  
FEE OPERATION BR.Re: Itel Corporation  
Equipment Trust 1977 Series 3  
Equipment Trust Agreement dated as of March 15, 1977  
9 1/2% Equipment Trust Certificates due July 31, 1992

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith, on behalf of Itel Corporation, for filing and recordation, as an additional filing under Recordation No. 8822-A, three (3) executed counterparts of the following document:

Amendment No. 1, <sup>(L-ETA)</sup> made as of January 28, 1980, between First Security Bank of Utah, N.A., as Trustee, and First Security State Bank, as Owner-Trustee.

The names and addresses of the parties to the aforementioned document are:

- (1) First Security Bank of Utah, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111  
Attention: Trust Department, Corporate Trust Division
- (2) First Security State Bank  
Main Street at Broadway  
Salt Lake City, Utah 84111  
Attention: Trust Department, Corporate Trust Division

*Cross indexing*  
→ Please cross-index the above-referenced Amendment No. 1 with the following document, which is filed under Recordation No. 11715 :

Itel Corporation Rail Division Lease Agreement, made as of January 28, 1980, between Itel Corporation and Ahnapee and Western Railway Company.

*C. A. Hunter*

STATE OF UTAH, )  
 ) ss:  
COUNTY OF SALT LAKE, )

On this 7<sup>th</sup> day of April, 1980, before me personally appeared Randy G. Merchant, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of **FIRST SECURITY BANK OF UTAH**, National Association, a national banking association, that said instrument was signed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

James M. Paul  
Notary Public

(Notarial Seal)

My Commission expires:  
9-8-82

STATE OF UTAH, )  
 ) ss:  
COUNTY OF SALT LAKE, )

On this 7<sup>th</sup> day of April, 1980, before me personally appeared Lucian B. Eubank, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of **FIRST SECURITY STATE BANK**, that said instrument was signed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

James M. Paul  
Notary Public

(Notarial Seal)

My Commission expires:  
9-8-82

thereunder from any such secured party or owner that an event of default has occurred and is continuing under such financing agreement such party may require that all rent shall be made directly to such party and/or that the railcars be returned to such party. The Trustee specifically reserves all its rights to enforce this subordination provision, including its existing right to obtain immediate possession of the railcars, notwithstanding that said lease is for a twelve year term.

All terms defined in the Equipment Trust Agreement shall have those defined meanings when used in this Amendment.

**FIRST SECURITY BANK  
OF UTAH**, National Association,  
not in its individual capacity,  
but solely as Trustee

BY: Randy R. Mankant  
Authorized Officer

Date: April 7, 1980

**FIRST SECURITY STATE BANK,**  
not in its individual capacity,  
but solely as Owner-Trustee

BY: Richard B. Fisher  
Authorized Officer

Date: April 7, 1980

**AMENDMENT NO. 1** APR 23 1980 - 3 05 PM

## INTERSTATE COMMERCE COMMISSION

**AMENDMENT NO. 1** (the Amendment), dated as of January 28, 1980, to that certain Equipment Trust Agreement, dated as of March 15, 1977 (the Equipment Trust Agreement), between First Security Bank of Utah, National Association, not in its individual capacity but solely as Trustee (hereinafter called the Trustee) and First Security State Bank, a Utah corporation, not in its individual capacity but solely as Owner-Trustee (hereinafter called the Owner-Trustee), under a Trust Agreement with The Western Savings Fund Society of Philadelphia.

**W I T N E S S E T H:**

**WHEREAS**, the Owner-Trustee has entered into a lease, dated as of March 15, 1977, with Itel Corporation, Rail Division, as successor in interest to SSI Rail Corp. (hereinafter called the Lessee) pursuant to which the Owner-Trustee has leased certain of the Trust Equipment to Lessee;

**WHEREAS**, Lessee entered into a lease with the Providence & Worcester Company, dated January 14, 1977, pursuant to which the Trust Equipment referenced above, bearing road numbers PW 301 through PW 400, inclusive, was subleased by Lessee to the Providence & Worcester Company;

**WHEREAS**, the above-referenced lease between Lessee and the Providence & Worcester Company has been terminated; and

**WHEREAS**, Lessee and Ahnapee and Western Railroad Company have entered into a lease, dated January 28, 1980, of the above-referenced Trust Equipment formerly leased by Lessee to the Providence & Worcester Company and pursuant to which Itel is obligated to change by remarking the road numbers on said Trust Equipment from the above-referenced road numbers to AHW 301 through AHW 400, inclusive.

**NOW, THEREFORE**, pursuant to the terms and conditions of the Equipment Trust Agreement, and in order to conform the description of said Trust Equipment in the Equipment Trust Agreement to its description as remarked, the parties hereto agree that the Equipment Trust Agreement is hereby amended as follows:

Schedule A to the Equipment Trust Agreement is hereby amended by deleting "Providence & Worcester Railroad Company" in the Lessee column and by replacing it with "Ahnapee and Western Railroad Company" and by deleting the "PW" prefix in the Road Numbers column and replacing it with "AHW."

Trustee hereby consents to the termination of the above-referenced lease between Lessee and the Providence and Worcester Company and to the entering into by Lessee of the above-referenced lease between Lessee and the Ahnapee and Western Railroad Company. The granting of this consent is specifically conditioned on the fact that the above-referenced lease between Lessee and the Ahnapee and Western Railroad Company provides in paragraph 7.A. thereof that it is subordinate to the rights of any owner or secured party under any financing agreement entered into by Lessee in connection with the acquisition of the railcars, i.e., upon notice to the sublessee

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**4/23/80**

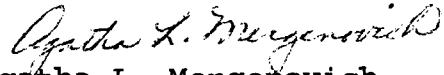
**OFFICE OF THE SECRETARY**

**David V. Biesemeyer**  
**Senior Counsel**  
**Itel Rail Division**  
**Two Embarcadero, Center**  
**San Francisco, Calif. 94111**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **4/23/80** at **3:05pm**, and assigned re-recording number(s). **8822-F, 8822-G, 11715, 11715-A, 11715-B, 11715-C**

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Re: Trust Amendment  
April 8, 1980  
Page two

The equipment covered by the enclosed Amendment No. 1 is one hundred (100) boxcars (A.A.R. mechanical designation XM; 50' general purpose boxcars with 10" end-of-car cushioning), formerly, and until remarked, marked PW301 through and including PW400, to be remarked to AHW301 through and including AHW400.

Enclosed also is a check for \$20.00 for the required recordation (\$10.00) and cross-indexing (\$10.00) fees.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining two (2) counterparts be delivered to the bearer of this letter.

Sincerely,



David V. Biesemeyer  
Senior Counsel

DVB:cp  
encls.

cc: Robert S. Clark, Esq.  
Edmund Manwell, Esq.  
Michael Walsh, Esq.  
Steven C. Wight